

EXHIBIT B

**BROADCOM
AMENDED_KDA_02_21_2019**

SNMP Research International

AMENDED AND RESTATED KEY DISTRIBUTION AGREEMENT

RECITALS

This Agreement ("Agreement") is made by and between SNMP Research International, Inc. and Broadcom Corporation, a California corporation. The parties as well as all defined words printed with initial capitals are defined below.

The Subject Matter of this Agreement is the Licensed Modules, which are Code and documentation based on the simple network management protocol specified by RFC-1157 and companion documents RFC-1155, RFC-1213, the simple network management protocol version 2 documents RFC-1901 through RFC-1908, and the simple network management protocol version 3 documents RFC-3410 to RFC-3418 ("Subject Matter").

The Purpose of this Agreement is to provide Broadcom with Licensed Modules in such a manner that Broadcom may reasonably receive, Use, modify, market, and Distribute them, while SNMP's trade secret, ownership, and other intellectual property rights therein are strictly maintained and protected, as more fully set forth herein ("Purpose").

Broadcom Corporation and SNMP are parties to a Key Distribution Agreement with an effective date of September 9, 2002, as amended by Amendment 1 with an effective date of October 8, 2003, as amended by Amendment 2 with an effective date of January 26, 2004, as amended by Amendment 3 with an effective date of June 8, 2007, as amended by Amendment 4 with an effective date of May 25, 2010 (collectively, "2002 KDA").

Broadcom has recently undergone an internal corporate restructuring affecting Broadcom Corporation. The relevant wholly-owned subsidiary of Broadcom Inc. and corporate affiliate of Broadcom Corporation to enter into sublicenses and makes payments under the Agreement is Avago Technologies International Sales Pte. Ltd., ("Avago").

Subject to Section 6(q)iii, the parties are amending and restating the 2002 KDA with this Agreement.

Now therefore the parties agree as follows:

1. Definitions

- (a) "Code" refers to statements or instructions, including embedded comments, that on their own or in conjunction with other statements or instructions are capable of causing a machine having information processing capabilities to indicate, display, perform, or achieve a function or result. The designation of Code is independent of form, such as Source or Binary; or media, such as magnetic, optical, chemical, biological, oral, or written.
- (b) "Source" refers to Code in a human readable form regardless of media, whether supplied in that form or reverse engineered or decompiled to that form. Header files and the SADK, as defined in subsection 1(i), in

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any form, are considered Source.

- (c) "Binary" refers to Code in a machine-readable form, regardless of media, whether supplied in that form or compiled to that form.
- (d) "SNMP" refers to SNMP Research International, Inc., having a principal office at 3001 Kimberlin Heights Road, Knoxville, Tennessee, 37920, USA.
- (e) "Broadcom" refers to Broadcom Corporation, a California corporation.
- (f) "Licensed Module" refers to all or any portion of SNMP proprietary Code, data, Code description, or supporting documentation, as specified on Schedule A.
- (g) "Modification" refers to Code, characters, or figures which are added to a Licensed Module.
- (h) "Adapted Module" refers to a Licensed Module which has received a Modification or a deletion.
- (i) "Manufactured Module" refers to Code produced by Use of a Licensed Module or Adapted Module, such as a subagent produced with the subagent development kit or EMANATE/Lite development kit (collectively, "SADK").
- (j) "Distribute" refers to providing Code.
- (k) "Distribution Module" refers to any Licensed Module, Adapted Module, or Manufactured Module which may rightfully be Distributed.
- (l) "Source Code Developer" refers to an entity licensed by Broadcom to receive, Use, and copy Source Code and Binary Code Licensed Modules, Developer Documentation, SADK Documentation, and User Documentation, and prepare Adapted Modules and Manufactured Modules, and who may by entering into a Sublicense Agreement with Broadcom to further sublicense User Documentation and specified Binary Code Distribution Modules in conjunction with and as a part of a product shipped to customers.
- (m) "Binary Code Developer" refers to an entity licensed by Broadcom to receive, Use, and copy Binary Code Licensed Modules, SADK Documentation, and User Documentation, and prepare Manufactured Modules, and who may by entering into a Sublicense Agreement with Broadcom further sublicense User Documentation and specified Binary Code Distribution Modules in conjunction with and as a part of a product shipped to customers.
- (n) "Sublicensee" refers to a Source Code Developer or a Binary Code Developer.
- (o) "End User" refers to the final customer, through multiple levels of distribution, which received Manufactured Modules.
- (p) "Developer Documentation" refers to the documentation received from SNMP, which describes several proprietary aspects of the Licensed Modules, and which is intended for Broadcom and Source Code Developers, and derivative works thereof.
- (q) "SADK Documentation" refers to the documentation received from SNMP, which describes the Use of the agent development tools, including, but not limited to, the SADK, and which is intended for Broadcom, Source Code Developers, and Binary Code Developers, and derivative works thereof.
- (r) "User Documentation" refers to the documentation received from SNMP, which describes the Use of the Binary Code Distribution Modules such as agents, subagents and master agents, and which is intended for Broadcom and Sublicensees, and derivative works thereof.

- (s) "Residuals" refers to intangible information (not fixed in a tangible form such as document, tape, or disk) which may be retained by those who have had access to the Licensed Modules Source Code, Developer Documentation, and SADK Documentation.
- (t) "Royalty Unit" refers either to 1) a single system, which may contain one agent or one master agent with zero, one, or many subagents, or 2) a single subagent. If the system is preconfigured as a stock item prior to sale, and offered as a standard item, then the system comprises a single Royalty Unit regardless of the number of subagents included. Otherwise, the system comprises as many Royalty Units as there are agents plus subagents included with the system.
- (u) "Use" refers to possessing, loading, storing, and executing Code. Use does not include reverse engineering, decompiling, copying, modifying, or Distributing Code.
- (v) "Project" refers to development activity performed at a single location or multiple coordinated development sites and related to a Sublicensee's product which is defined by a single switch name (i.e., Trident3, QumranMX, Tomahawk2, etc.), single switch silicon, single CPU architecture, and single OS.
- (w) "Sublicense Agreement" refers to a sublicense agreement between Broadcom and a Sublicensee which sublicenses Distribution Modules from Broadcom to the Sublicensee.
- (x) "Source Code Developer Rights" refers to the rights granted in Section 2(b).
- (y) "Binary Code Developer Rights" refers to the rights granted in Section 2(c).
- (z) "Evaluation Rights" refers to the rights granted in Section 2(d).
- (aa) "End User Rights" refers to the rights granted in Section 2(e).
- (bb) "Price List" refers to the list attached as Schedule A, which may be updated by SNMP from time to time as long as the prices do not exceed the prices on SNMP's standard price list.
- (cc) "Related Company" is any company or other business entity which: (a) is Controlled by a party hereto; (b) Controls a party hereto; or (c) is under common Control with a party hereto. For this purpose, "Control", "Controlled" and "Controls" mean that all the controlled entity's share or ownership interest representing the right to make decisions for such entity is owned or controlled, directly or indirectly, by the controlling entity. An entity is considered to be a Related Company only so long as such Control exists. Notwithstanding the foregoing, for purposes of this Agreement, SNMP Research International, Inc. and SNMP Research, Inc. are Related Companies.

2. Rights and Restrictions

- (a) Broadcom Rights
 - i. SNMP hereby grants Broadcom a non-exclusive, non-transferable, world-wide license, with a right to grant sublicenses to
 - A. its Related Companies and
 - B. Sublicensees as set out herein,to receive, Use, and copy all Binary Code and Source Code Licensed Modules, prepare Manufactured Modules, prepare Adapted Modules, and

- Distribute any or all Binary Code and Source Code Distribution Modules, subject to the restrictions of this Agreement.
- ii. Source Code Distribution Modules may only be Distributed to Source Code Developers pursuant to the rights granted in subsection 2(b).
 - iii. Broadcom shall pay license fees and royalties as described in this Agreement.
 - iv. Broadcom shall not Distribute any Distribution Modules having Modifications to the EMANATE system dependent applications programming interface or the system independent applications programming interface.
 - v. Broadcom shall not Distribute Binary Code Adapted Modules or Binary Code Manufactured Modules which disclose more information about the Source Code Licensed Modules than do the Binary Code Licensed Modules.
 - vi. Each Broadcom Sublicense Agreement to a Sublicensee shall be limited to a single Sublicensee and one or more Projects. If the Sublicense Agreement licenses more than one Project each Project must be identified and separate license fees and a separate royalty arrangement are required for each Project. Broadcom's Sublicense Agreement with the Sublicensee shall specify the name of the single Sublicensee, each Project name and defining characteristics (e.g. switch silicon, CPU, and OS) for each Project.

(b) Source Code Developer Rights

- i. This Agreement grants Broadcom the right to grant Source Code Developer Rights. This Agreement does not grant any other entity or individual the right to grant Source Code Developer Rights.
- ii. Source Code Developer Rights are granted under a Sublicense Agreement for a single Sublicensee for a single Project and comprise a non-exclusive, non-transferable, worldwide license to receive, Use, and copy the relevant sublicensed Binary Code and Source Code Licensed Modules, prepare Manufactured Modules, prepare Adapted Modules, and Distribute specified Binary Code Distribution Modules, subject to the restrictions of this section and elsewhere in this Agreement.
- iii. Broadcom shall pay royalties to SNMP as described in this Agreement for all Distribution Modules Distributed by a Source Code Developer or its End Users.
- iv. To grant Source Code Developer Rights, Broadcom shall pay in full for each Project to SNMP in U.S. dollars the sum total of the U.S. based Source Code license fees for the specified Licensed Modules, per column C of the Price List.

- v. Broadcom shall require provisions in the Sublicense Agreement that provide that:
 - A. Source Code Developers may Distribute as Distribution Modules only managers and agents in binary, which does not include development tools or Developer Documentation;
 - B. Source Code Developers shall not Distribute any Distribution Modules having Modifications to the EMANATE system dependent applications programming interface or the system independent applications programming interface; and
 - C. Source Code Developers shall not Distribute Binary Code Adapted Modules or Binary Code Manufactured Modules which disclose more information about the Source Code Licensed Modules than do the Binary Code Licensed Modules.

(c) Binary Code Developer Rights

- i. This Agreement grants Broadcom the right to grant Binary Code Developer Rights. This Agreement does not grant any other entity or individual other than Broadcom the right to grant Binary Code Developer Rights.
- ii. Binary Code Developer Rights are granted under a Sublicense Agreement for a single Sublicensee for each Project or multiple Projects and comprise a non-exclusive, non-transferable, worldwide license to receive, Use, and copy the relevant sublicensed Binary Code Licensed Modules, prepare Manufactured Modules, and Distribute specified Binary Code Distribution Modules in conjunction with and as a part of a product shipped to customers, subject to the restrictions of this section and elsewhere in this Agreement.
- iii. Broadcom shall provide provisions in the Sublicense Agreement that require that Binary Code Developers may Distribute as Distribution Modules only managers and agents in binary, which does not include Source Code or development tools or Developer Documentation.
- iv. There are no Binary Code license fees for Binary Code Developers. All license fees are for Source Code licenses.
- v. Broadcom shall pay royalties as described in Section 3(b) on all Distribution Modules Distributed by a Binary Code Developer to End Users by Broadcom or its Sublicensees.

(d) Evaluation Rights

- i. Only Broadcom may grant Evaluation Rights under this Agreement to a potential Sublicensee that may become a Source Code Developer or a Binary Code Developer at a later point in time.
- ii. Evaluation Rights are granted under a Sublicense Agreement and comprise a temporary, limited, non-exclusive, non-transferable, worldwide license to receive, Use, and make no more than ten copies of specified Binary Code Licensed Modules, and make no more than 100 total Manufactured Modules, subject to the restrictions of this section and elsewhere in this Agreement. The time limit for the Evaluation Rights is limited to no more than six (6) months.
- iii. Broadcom may set the amount of the license fee(s) in its own discretion, and shall tender half of the license fee(s) charged to SNMP.

(e) End User Rights

- i. Broadcom and Sublicensees may grant End User Rights under this Agreement.
- ii. End User Rights are granted under a Sublicense Agreement and comprise a non-exclusive, non-transferable, worldwide license to receive and Use specified Binary Code Distribution Modules subject to the restrictions of this section which Broadcom agrees to require Sublicensees to include in any license agreement with an End User.
- iii. End Users shall not receive Source Code, unless End User is also acting as a Source Code Developer for itself in which case the End User shall have the duties and obligations of a Source Code Developer without any sublicensing rights.
- iv. Broadcom acknowledges that the recipient of the Binary Code Distribution Modules shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the Source Code or structure, sequence, or organization of the Binary Code Distribution Modules or any portion thereof except where all four of the following conditions are met:
 - A. to the minimum extent where the foregoing is permitted by applicable local law, and then only to the extent so permitted,
 - B. it is essential to do so in order to achieve operability of the Distribution Modules with another software program.
 - C. The Sublicensee has first provided reasonably detailed information regarding any intended disassembly or decompilation along with a request to SNMP to provide the information necessary to achieve such operability, and
 - D. SNMP has not made such information available after having been given sufficient time and opportunity to do so.

SNMP has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any such information supplied by SNMP and any information obtained by the Sublicensee by such permitted decompilation may only be used by the Sublicensee for the purpose described herein and may not be disclosed to any third party or

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used to create any software which is substantially similar to the expression of the Distribution Modules. Requests for information should be directed to SNMP. In jurisdictions that have implemented the EEC Software Directive, the restrictions and terms of this Agreement are subject to such exceptions as may be required by applicable local law.

- v. Decryption. The Distribution Modules may not be decrypted unless necessary for, and then only to the extent necessary for, legitimate use of the Distribution Modules.
 - vi. The Distribution Modules may only be received as managers and agents in Binary.
 - vii. End Users shall not have the right to Distribute any Distribution Modules.
- (f) Avago Rights. Notwithstanding the foregoing, Avago, on behalf of Broadcom, has the right to enter into Sublicense Agreements with Sublicensees to sublicense the rights granted in this Section 2. Broadcom is liable for all obligations, actions or inactions of Avago related to any Sublicense Agreement entered into by Avago.
- (g) No Other Rights. No other rights are granted except those explicitly stated in this Agreement. All rights not granted in this Agreement by SNMP are explicitly reserved.

3. Payment

(a) License Fees

- i. Broadcom is responsible for the payment of the license fees to SNMP for each Project licensed to a Sublicensee or when any of the rights described above are granted by Broadcom. Broadcom may charge the Sublicensee whatever license fee Broadcom deems appropriate, as long as the license fee(s) in Column C of the Price List are paid in full to SNMP for each Project.
- ii. At the end of each month, Broadcom shall provide a report to SNMP listing all sublicenses granted and the associated license fees due SNMP. Such report shall be submitted to SNMP within 30 days from the end of the month. SNMP may prepare an invoice Broadcom for fees due with an effective date of the first of the following month in accordance with such report. Broadcom shall tender payment for all license fees reported and due SNMP at the same time as when the report is submitted, but no later than 30 days after the end of each month. (For example, the sales report for the month ending March 31st is due by April 30, and the payment is due by April 30). Notwithstanding the foregoing, Broadcom shall pay any amounts owed for license fees within 30 days of the end of each month whether or not SNMP provides an invoice. The amounts in the invoice are based on the reports self-reported by Broadcom and Broadcom agrees it will not use the lack of a correct invoice amount as a defense for Broadcom's failure to pay timely and properly.

- iii. Provided an amount due is not disputed in good faith by Broadcom, and in addition to all other remedies, all amounts owed by Broadcom to SNMP, whether under this Agreement or outside of this Agreement, that are more than 30 days past due are subject to interest for each month or any portion thereof, of 1.5 percent of the amount owed, compounded monthly, or the maximum amount allowed by law, whichever is less. Interest accrues from the date the obligation to pay was incurred and interest will continue to accrue until the payment plus interest is paid in full.

(b) Royalties

- i. In addition to license fees, royalties shall also be paid to SNMP according to one of the following royalty options for each copy of a Distribution Module Distributed by Broadcom or a Sublicensee to End Users. Broadcom may convert between royalty options upon prior notice to SNMP. Until such notice is received by SNMP, the provisions of the Per-Copy Royalty Option shall be in force.
- ii. A Sublicensee shall tender the royalties to Broadcom, who shall in turn remit those royalties, and any other royalties due, to SNMP. Broadcom may keep the portion of collected royalties not owed to SNMP in accordance with Column C of the Price List.
- iii. Per-Copy Royalty Option
 - A. Broadcom shall pay a royalty for every Royalty Unit Distributed by Broadcom or a Sublicensee to an End User, as per column C on the Price List ("Per-Copy Royalty Option"), regardless of whether Broadcom receives payment for such royalty.
 - B. The number of Royalty Units is cumulative per Project.
 - C. Broadcom shall prepare a quarterly aggregate royalty report summarizing the Royalty Units reported by each Sublicensee and each Project for the quarter. Such royalty report should also include Royalty Units reported during the quarter, but Distributed during previous periods. Broadcom shall calculate the aggregate royalty fee due SNMP by applying Broadcom's per-unit royalty fee to the aggregated quantity of Royalty Units listed in the report. Broadcom shall submit such aggregate royalty report within forty-five (45) days after the end of the calendar quarter. Broadcom shall tender all royalty payments reported and due SNMP when the royalty report is submitted but no later than forty-five (45) days from the end of the calendar quarter for which royalties are owed. For example, the royalty report for the quarter ending March 31st (covering shipments from January through March) is due by May 15 and the royalty payment is due May 15. Notwithstanding the foregoing, Broadcom shall pay any amounts owed within 45 days of the end of each calendar quarter whether or not SNMP provides an invoice.

- D. If Broadcom elects to convert to the fully paid-up royalty option, then SNMP shall credit, at a rate of twenty-five percent, the per-copy royalties associated with a single Project, and paid in the year immediately preceding such election, against the fees of the elected royalty option for the same Project. If the twenty-five percent credit is in excess of the selected royalty option, then SNMP shall not be obligated to refund or credit in any manner such excess to Broadcom.

iv. Fully Paid-Up Royalty Option

- A. If Broadcom pays a fully paid-up royalty in the amount shown as the Paid-Up Royalty fee found in Column E of the Price List for the specific Licensed Modules per Project ("Paid-Up Royalty"), then Broadcom no longer owes royalties for any Distribution Modules Distributed after the date the Paid-Up Royalty is received by SNMP for that Project, according to the provisions found elsewhere in this Agreement. Broadcom agrees to report the Paid-Up Royalty in the royalty report due each quarter to SNMP.
- B. If Broadcom elects to convert from the Paid-Up Royalty option to the Per-Copy Royalty option, then SNMP shall not be obligated to refund or credit in any manner the amount of the Paid-Up Royalty payment.
- C. Broadcom may elect to convert from the Per-Copy Royalty option to the Paid-Up Royalty option for a specific Sublicensee Sublicense Agreement for a single Project by paying the specified fees to SNMP. After such payment is made to SNMP, Broadcom will not need to report and pay royalties related to this Project. In this situation, Broadcom may continue to collect Per-Copy Royalties from Sublicensees following their normal business practice.

- (c) Payment by Avago. Notwithstanding the foregoing, Avago, on behalf of Broadcom, has the right to make any payments due under this Agreement. Avago's right to make payments does not relieve Broadcom of its liability for payments under this Agreement. SNMP's acceptance of payments from Avago does not constitute an assignment of any type to Avago.
- (d) Previous Payments. Under the 2002 KDA, Broadcom owes SNMP an accrued obligation for license fees and royalties ("Payment"), which is approximately [REDACTED] Broadcom shall pay to SNMP the Payment, in full, in readily available funds, within 30 days of the Effective Date of this Agreement.

4. Broadcom Administration

(a) Records and Audit

- i. Broadcom shall provide to SNMP in the English language a spreadsheet that lists each Sublicensee. For each Sublicensee, the spreadsheet will list each Project, the switch silicon for the Project, the CPU for the Project, the name of the Sublicensee's Project, the OS, the date the Sublicense Agreement was entered into, the SNMP software licensed, the number of units shipped for that Project by quarter if the Paid-Up Royalty option has not been exercised, the license fees and royalties owed for that Project, and

whether support is being purchased for the Project. If the Paid-Up Royalty option has been exercised then Broadcom agrees to list in the spreadsheet the quarter and year that the Paid-Up Royalty was paid.

- ii. All royalty and license fee payments tendered to SNMP by Broadcom, including without restriction Paid-Up Royalty payments, shall refer to the Sublicensee and Project under which the payment is made.
- iii. Broadcom shall, and shall require Sublicensees to, keep and maintain all records necessary for the verification of the royalties due for a period of not less than three years following the quarterly period to which the records relate for Sublicensee Agreements.
- iv. Each year Broadcom shall have an officer of Broadcom certify that the correct amounts were paid to SNMP. Broadcom shall provide the certified results in English to SNMP by March 31st for the previous calendar year.
- v. At SNMP's request, Broadcom shall make such records available at a location in the continental United States for review by an independent auditor of SNMP's choice and at SNMP's expense. Broadcom shall allow the auditor to review Broadcom's records once per calendar year for the purpose of verifying the accuracy of the quarterly reports and the royalties paid. Such review shall only be conducted during Broadcom's normal business hours upon notice of at least ten (10) business days to Broadcom.
- vi. Broadcom shall correct any verified underpayment at the next payment due date. Any verified overpayment shall be credited against future royalties as they come due. If SNMP's auditor verifies an underpayment of more than five percent of the royalties due then Broadcom, and not SNMP, shall pay for the review. SNMP shall not hire the auditor on a contingent-fee basis.
- vii. Broadcom shall audit its Sublicensees at SNMP's request and provide the results of the audit to SNMP, with the condition that SNMP shall reimburse Broadcom for the cost of the audit, should an underpayment of more than five percent of the royalties due not be verified.

(b) Production of Licensed Modules

- i. Broadcom shall prepare and deliver, at its expense, all Distribution Modules Distributed under End User Rights.
- ii. All Distribution Modules distributed under Source Code Developer Rights, Binary Code Developer Rights, and Evaluation Rights granted by Broadcom, shall be prepared and delivered according to the following procedure.
 - A. Upon executing a Sublicense Agreement with a Sublicensee, which Sublicense Agreement grants any of the rights named above, Broadcom shall provide a copy of the Sublicense Agreement in English to SNMP.
 - B. Broadcom shall deliver to the Sublicensee, at Broadcom's expense, the Distribution Modules provided by SNMP.
- iii. SNMP hereby grants to Broadcom the right to translate the Licensed Modules into any language. All such translations of the Licensed Modules remain the property of SNMP or its licensors and Broadcom hereby assigns all right, title, and interest in such translations to SNMP Research, Inc.

5. Intellectual Property Rights

(a) Confidentiality and Non-Disclosure

- i. SNMP has developed the Licensed Modules at great expenditure of time, resources, and money, and Broadcom shall keep the Licensed Modules in confidence and transfer them only by license agreement as described elsewhere in this Agreement. Broadcom shall safeguard the confidentiality of the Licensed Modules with a degree of care commensurate with that used to safeguard Broadcom's own intellectual property of a similar nature, but in no event less than a reasonable degree of care. Broadcom may disclose to SNMP Broadcom confidential information, including without limitation, business information, royalties, volumes, prices, product market success, audit results, names of employees, contractors and Sublicensees, and technical specifications. SNMP shall safeguard the Broadcom confidential information with a degree of confidentiality and care commensurate with that used to safeguard SNMP's own intellectual property of a similar nature, but in no event less than a reasonable degree of care. Each party's Related Companies may disclose confidential information directly to the other party or the other party's Related Companies who shall keep such confidential information confidential as if it were made directly by a party hereto.
- ii. The parties' obligation to maintain confidentiality shall not apply to portions of Licensed Modules and confidential information which are rightfully and without an obligation of confidentiality:
 - A. available to the general public.
 - B. in the possession of the receiving party prior to the disclosure thereof by the disclosing party. Both parties acknowledge SNMP disclosed Licensed Modules to Broadcom prior to the signing of this Agreement and those Licensed Modules are not excluded from Broadcom's obligation of confidentiality.
 - C. disclosed to the receiving party by a third party (not including a Related Company of the disclosing party), or
 - D. independently developed by the receiving party without reference to or use of Confidential Information of disclosing party.
- iii. Broadcom shall enforce its obligations of confidentiality under the Agreement by contract with its employees and contractors.
- iv. Binary Code Licensed Modules shall not be reverse engineered or decompiled unless they are also supplied as Source Code to Broadcom.
- v. Development access to the Licensed Modules will be limited to only Broadcom and its Related Companies and their employees, consultants, and contractors who are bound by an agreement including confidentiality terms at least as protective as those in the Agreement and who have a need to have access to the Licensed Modules.
- vi. The Licensed Modules, Adapted Modules, and Manufactured Modules will be uninstalled fully from any computers, disk drives, printouts, or any form of media (collectively, "Media") before such Media becomes no longer under Broadcom's control, whether by sale, gift, liquidation, or otherwise.
- vii. Broadcom agrees that all Sublicense Agreements will contain an obligation of confidentiality for the Licensed Modules, Adapted Modules, and

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Manufactured Modules at least as restrictive as the confidentiality obligation in this Agreement. For clarity, the Sublicense Agreements shall include the obligation that the Licensed Modules, Adapted Modules, and Manufactured Modules will be uninstalled fully from any Media before such Media becomes no longer under Sublicensee's control, whether by sale, gift, liquidation, or otherwise.

viii. Broadcom agrees that unauthorized modification, Use or disclosure of the License Modules outside the scope of the licenses granted in this Agreement is a violation of copyright and trade secret law in addition to being a breach of this Agreement.

(b) Residuals

- i. Broadcom shall use the Residuals only to reasonably pursue the Purpose of this Agreement.
- ii. Broadcom shall inform its Sublicensees, Related Companies, employees and contractors that they shall only use the Residuals to reasonably pursue the Purpose of this Agreement, and that those who cease to be employees and contractors are not authorized to use the Residuals for any purpose.

(c) Copyright Notices

- i. Certain portions of the Licensed Modules are based on Code copyrighted by third parties. These portions are clearly marked and are copied with permission. SNMP's use of third party Code may change from time to time, at SNMP's sole and exclusive option.
- ii. Broadcom shall preserve and reproduce the copyright notices contained in the Distribution Modules in the same form and location as in the Licensed Modules and require Sublicensees to do so also. If the combination of Code generates multiple identical copyright notices by a single Binary Code module, then a Sublicensee may suppress the redundant notices using the techniques already embedded in the Source Code, provided that at least one of each unique copyright notice is generated by the Binary Code module, and all copyright notices are retained in the Source Code. Broadcom and Sublicensees shall provide notice in the supporting documentation that copying and Distribution is by permission of SNMP Research International, Inc. and the relevant third parties.

(d) Title and Copyright

Title and copyright to the Licensed Modules and Manufactured Modules and the trade secrets therein shall at all times remain with SNMP and its licensors. Title and copyright to those portions of the Adapted Modules which are derived from or generated by use of the Licensed Modules and the trade secrets therein shall at all times remain with SNMP and its licensors. Title and copyright to the Modifications of the Adapted Modules shall vest in Broadcom, the Sublicensee or End Users making such Modifications. If Broadcom, any Related Company, Sublicensees, or End Users in any manner communicates suggestions, modifications, improvements, or corrections (collectively, "Suggestions") for the Licensed Modules to SNMP, then SNMP and its

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Related Companies have the right to use all such Suggestions at its discretion without obligation to Broadcom or its Related Companies, including, but not limited to, incorporation of such into versions of the Licensed Modules made available to third parties.

(c) Restricted Government Rights

- i. Before the Distribution Modules are sublicensed to the United States Government, Broadcom shall require Sublicensees who sublicense to the United States Government to mark them as "Commercial Computer Software Subject To Restricted Rights," and with other legends as provided in 48 C.F.R. 12.212(a) or in 48 C.F.R. 227-7202-1 through 227.7202-4, and other corresponding governmental regulations, as set out in the Sublicense Agreement.
- ii. Broadcom shall also require Sublicensees to comply with any comparable regulations of other governments prior to sublicensing the Distribution Modules to such governments as set out in the Sublicense Agreement.

(f) Market Observation

Broadcom shall, so far as it is reasonable to do so within the ordinary course of business, notify SNMP of any possible infringement of SNMP's trade secrets or copyrights in the Distribution Modules of which Broadcom becomes aware, and of any conditions which may affect the value of the Distribution Modules in the market. This provision does not create in Broadcom a duty to actively seek to discover any such infringement or conditions.

(g) Non-Exclusivity

SNMP may independently produce, sell, or Distribute similar implementations of the Licensed Modules without obligation to Broadcom. Broadcom may independently produce, sell, or Distribute products similar to the Licensed Modules without obligation to SNMP. If Broadcom produces products similar to the Licensed Modules (excluding Modifications), then Broadcom shall provide information to SNMP to authenticate that such similar products were produced without reference to or Use of the Licensed Modules.

(h) Location of Licensed Modules

The Source, MIB Tools, and MIBGuide portions of the Licensed Modules will be located at the addresses stated below. Broadcom may add new locations to the list below upon written notification to SNMP. New locations may incur an additional charge.

- i. Upgrades to the Licensed Modules will be shipped to the Primary Location.
- ii. In case of conflicting demands coming from Broadcom's representatives at the differing locations, SNMP will accept the direction of the authorized representative at the Primary Location as speaking for all Broadcom locations.

Primary Location:

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Broadcom
Durham, NC USA

Secondary Locations:

Broadcom
Hyderabad, India

Broadcom
San Jose, CA

Broadcom
Bangalore, India

Broadcom shall inform SNMP before the Licensed Modules are moved to different sites or to additional sites. Additional fees may apply if Licensed Modules are moved to a different or additional sites.

(i) The royalty Contact is:

Rick Lantzy
Broadcom
1030 Swabia Court
Suite 400
Durham, NC 27703

6. General Provisions

(a) Bankruptcy

Broadcom shall give SNMP notice of Broadcom's intent to file for bankruptcy at least ten days prior to such filing. If Broadcom does not provide such notice, then Broadcom's rights to Use, copy, and Distribute Licensed Modules shall automatically terminate ab initio as of the date such notice was due.

(b) Source Escrow

SNMP does not escrow Source Code unless otherwise agreed to in writing, and Broadcom shall not escrow Source Code Distribution Modules or allow Sublicensees to escrow Source Code Distribution Modules without such written agreement. If a Binary Code Developer or Sublicensee desires access to Source Code Distribution Modules, then they must pay the Source Code License Fee(s) and execute a license agreement with Broadcom or SNMP to receive such access. Sublicensees may escrow, sell, give away, or license the Source Code of their own Modifications and only their own Modifications, as they see fit, but not the underlying Licensed Modules.

(c) No Service

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No service is provided by SNMP to any Sublicensee or End User under this Agreement.

(d) Indemnification/Warranties

- i. BROADCOM SHALL INDEMNIFY AND HOLD SNMP HARMLESS AGAINST ANY AND ALL CLAIMS OF INFRINGEMENT BROUGHT AGAINST SNMP AND RELATED COMPANIES BY SOURCE CODE DEVELOPERS, BINARY CODE DEVELOPERS, SUBLICENSEES, OR END USERS EXCEPT FOR CLAIMS ARISING FROM THE MALFEASANCE OF SNMP OR ITS RELATED COMPANIES.
- ii. THE LICENSED MODULES ARE PROVIDED "AS IS" EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT. SNMP MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED. BY WAY OF EXAMPLE AND NOT LIMITATION, SNMP MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, ELECTRONIC SECURITY, OR FREEDOM FROM INFRINGEMENT, OR THAT THE LICENSED MODULES ARE ERROR FREE OR THAT THEIR USE SHALL BE UNINTERRUPTED. SNMP warrants that it has not received notice of any claim of infringement regarding the SNMP Code or Documentation. In the event of a third party claim that the Licensed Modules or Documentation infringes upon the intellectual property rights of the third party is brought against SNMP or Broadcom, SNMP's entire liability and Broadcom's sole and exclusive remedy shall be at SNMP's option, either
 - A. procure for Broadcom the right to continue to use the Licensed Modules;
 - B. replace or modify the Licensed Modules, at no cost to Broadcom, to make the Licensed Modules non-infringing, provided that the same function is performed by the replaced or modified Licensed Modules; or
 - C. if the right to continue to use the Licensed Modules cannot be procured or the Licensed Modules cannot be replaced or modified, terminate all of Broadcom's license rights under this Agreement, accept the return of the Licensed Modules, and refund a depreciated fee back to Broadcom based on a straight line three (3) year depreciation of license fees paid by Broadcom under this Agreement.

(e) Limitation of Liability

SNMP SHALL NOT BE LIABLE FOR ANY:

- i. SPECIAL DAMAGES,
- ii. INDIRECT DAMAGES,
- iii. PUNITIVE DAMAGES,
- iv. INCIDENTAL DAMAGES,
- v. CONSEQUENTIAL DAMAGES, OR
- vi. ANY DAMAGES RESULTING FROM:

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- A. LOSS OF USE,
- B. LOSS OF DATA,
- C. LOSS OF PROFITS, OR
- D. LOSS OF USE OF PRODUCTS,

REGARDLESS OF WHETHER THE ACTION IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE, OTHER TORT, OR ANY OTHER CAUSE OF ACTION, EVEN IF SNMP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, SNMP'S LIABILITY FOR DIRECT DAMAGES IS LIMITED TO THE AMOUNT OF THE LICENSE FEES AND ROYALTIES ACTUALLY PAID BY BROADCOM FOR ITS RIGHTS UNDER THIS AGREEMENT IN THE TWO YEARS PRECEDING A CLAIM. SNMP SHALL HAVE NO LIABILITY WHATSOEVER UNDER THIS AGREEMENT TO ANY ENTITY OTHER THAN BROADCOM.

(f) Liability

- i. Broadcom is jointly and severally liable to SNMP and SNMP Research, Inc. for all acts of Avago, Sublicensees, or End Users related to the Distribution Modules, arising from a breach of confidentiality, or the wrongful use or distribution of the Distribution Modules in violation of copyright or trade secret laws. This provision applies to Sublicensees and Distribution Modules licensed under this Agreement and all previous agreements between Broadcom, Broadcom's successors and SNMP, including, but not limited to, the 2002 KDA.
- ii. Each party agrees to be jointly and severally liable for any liability incurred under this Agreement by its respective Related Companies.

(g) Notice

- i. Notice given under this Agreement shall be in writing, delivered in person or sent by any prepaid form of post or courier which provides a receipt stating the actual date of delivery. If delivered in person, the party receiving notice shall sign a receipt prepared by the party giving notice, stating the actual date of delivery. Notices sent to Broadcom shall be sent to:

Contract Administrator
Legal Department
Avago Technologies International Sales Pte. Ltd.
c/o Broadcom
1320 Ridder Park Drive,
San Jose, California 95131

with a copy to:

Rick Lantzy
Broadcom
1030 Swabia Court
Suite 400

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Durham, NC 27703

- ii. Notices sent to SNMP shall be in care of Jeffrey D. Case, at the address provided for SNMP in the Definitions section.
- iii. All notices shall be effective either when received or on the delivery date written on the receipt, whichever is earlier.

(h) Default

- i. If Broadcom breaches any provision of this Agreement and does not correct the breach within (i) ten (10) days for any breach of the confidentiality obligations in Section 5(a) or any unauthorized disclosure of the Licensed Modules or (ii) sixty (60) days for breaches of all other provisions, after receiving notice thereof from SNMP, except for those breaches which are fundamentally uncurable which require no notice, then SNMP may, by way of example and not limitation, exercise any one or more of the following remedies:
 - A. Terminate Broadcom's Use, copy, and Distribution rights, upon which Broadcom shall return or provide written certification of the destruction of all copies of the Distribution Modules regardless of form or media.
 - B. Enjoin any threatened or actual breach by Broadcom.
 - C. If Broadcom or a Sublicensee has made an unauthorized distribution of the Licensed Modules, then Broadcom shall tender to SNMP the amount that SNMP would have charged for the unauthorized distribution, plus the amount of any benefit received by Broadcom or the Sublicensee for the unauthorized distribution.
- ii. All responsibilities of Broadcom and the other provisions of this Agreement shall remain in full force and effect and shall survive the termination of these rights.

(i) Termination

- i. If a Sublicensee terminates its Sublicense Agreement, including by returning or certifying in writing the destruction of all copies of the Distribution Modules in all forms regardless of form or media, then Broadcom shall terminate all rights granted under the Sublicense Agreement. All other provisions of the Sublicense Agreement shall survive termination.
- ii. Broadcom may terminate this Agreement by providing written notice to all Sublicensees that all future payments and notices shall be made directly to SNMP, and returning or certifying in writing the destruction of all Licensed Modules held by Broadcom, at which time all rights and licenses granted to Broadcom by SNMP are revoked. However, all other responsibilities of Broadcom under this Agreement shall remain in full force and effect, including without limitation, the duty of confidentiality and the duty to remit to SNMP all royalties and license fees which may erroneously be

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tendered to Broadcom by a Sublicensee.

- iii. SNMP may terminate this Agreement for uncured material cause upon sixty days' notice of such to Broadcom, by which time Broadcom shall have provided written notice to all Sublicensees that all future payments and notices shall be made directly to SNMP, and returned or certified in writing the destruction of all Distribution Modules held by Broadcom. After such sixty-day notice period, all rights and licenses granted to Broadcom by SNMP are revoked. However, all other responsibilities of Broadcom under this Agreement shall remain in full force and effect, including without limitation, the duty to remit to SNMP all royalties and license fees which may erroneously be tendered to Broadcom by a Sublicensee. If SNMP terminates this Agreement under this paragraph for any reason other than for Broadcom's breach of this Agreement, then SNMP shall, for a period of one year after the effective date of such termination, split with Broadcom all royalties received from all of Broadcom's Sublicensees under this Agreement, at the same rate as described in current Price List attached to this Agreement.
- iv. SNMP's rights to Suggestions survives the termination or expiration of this Agreement.

(j) Assignment

The Agreement may not be transferred or assigned by Broadcom without SNMP's prior written consent. If the assignment is to a Broadcom Related Company then the consent shall not be unreasonably withheld, conditioned or delayed. Any action or conduct in violation of the foregoing shall be void and without effect. Transfers of rights under this Agreement with consent of SNMP are effective only upon execution of an appropriate transfer amendment. Merger or acquisition of, by, or with Broadcom involving another company is agreed to be a transfer of rights under this Agreement. SNMP expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder provided as a result of such assignment or delegation SNMP does not disclose Broadcom agreements without Broadcom having a reasonable amount of time to redact any proprietary information.

(k) Publicity

Neither party shall divulge the material provisions of this Agreement to any third party or parties without the prior written permission of the other party, except as required to exercise the rights contained herein, as permitted herein, or as required by law.

Disclosure by either party of the existence of this Agreement without disclosure of its terms and conditions shall specifically be permitted and shall not constitute a breach of this section. Nothing herein shall prohibit SNMP from disclosing to third parties that Broadcom is a customer. Nothing herein shall prohibit Broadcom from disclosing to third parties that SNMP is a supplier.

Broadcom may use SNMP's name in technical documentation or product documentation. Broadcom may not use SNMP's name in any paid publications, advertisements, or marketing other announcements without SNMP's prior written consent. Broadcom does not have any rights to use any SNMP trademarks or logos except as those

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trademarks and logos are provided in SNMP's user documentation, or embedded within the Licensed Modules as delivered by SNMP.

Notwithstanding anything to the contrary herein, each party shall have the right to disclose the terms and conditions of the Agreement to

- i. its employees, directors, consultants, contractors, attorneys, accountants, and other professional advisors, and
- ii. investors, potential investors, and their professional advisors, only to the extent necessary in connection with a potential financing, acquisition, merger, or public offering

provided that each recipient is subject to written obligations of confidentiality which are no less restrictive than those set forth in this Agreement and each recipient has a legitimate business need to have access to the information.

(l) Enforcement

Failure to enforce any provision of this Agreement is not a waiver of such provision. The exercise of any right or option under this Agreement shall not preclude or prejudice the exercising thereafter of the same or any other right under this Agreement.

(m) Legal Expenses

All costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in an action based on this Agreement or related to the Agreement or Licensed Modules, regardless of whether the action is brought in contract, tort, under a statute, or otherwise, shall be paid by the other party.

(n) Severability

If any provision of this Agreement is held to be unenforceable under the law governing this Agreement, then the other provisions of this Agreement shall survive, and this Agreement shall be construed as if such unenforceable provisions had never been contained herein.

(o) Captions

The captions in this Agreement are for convenience only and do not define or limit any of the provisions herein.

(p) Export and Re-export

Broadcom shall comply and require Sublicensees to comply with any and all pertinent laws and regulations with respect to the export of United States origin technical data and commodities.

(q) Entire Agreement

- i. This Agreement supersedes all prior agreements and understandings, including, but not limited to the 2002 KDA, whether written or oral, between the parties related to the Subject Matter hereof, and is intended by the parties as the complete and exclusive statement of the provisions of the Agreement between the parties. SNMP's rights obtained under Section 5(d) of the 2002 KDA survive. This Agreement can only be modified by a written amendment signed by both parties.
- ii. If a conflict arises between the provisions of this Agreement and either purchase orders issued under it or other documents associated with it, then the provisions of this Agreement shall govern.
- iii. This Agreement does not include Amendment 4 of the 2002 KDA. The rights of the one and only customer of Broadcom that was offered the benefits of Amendment 4 of the 2002 KDA, Cisco Systems, are not affected by this amendment and restatement of the 2002 KDA.
- iv. The recitals are incorporated into this Agreement by reference.

(r) Relationship of Parties

The parties are independent contractors. No party is the agent of the other, and neither party is authorized to act on behalf of the other party.

(s) Effective Date

The Effective Date of this Agreement is the latter of the dates on which it is executed by the parties.

(t) Governing Law; Venue

This Agreement entered into in the State of Tennessee, the rights and obligations of the parties to this Agreement, and any actions related to this Agreement or the Licensed Modules, whether brought under contract, tort, copyright, trade secret, trademark, patent law, or otherwise, shall be governed by, construed, interpreted, and enforced in accordance with the common and statutory law in force in the State of Tennessee and the controlling federal laws of United States of America without regard to the principles of conflict of laws of any jurisdiction. For actions arising out of or related to the Subject Matter of this Agreement or the Licensed Modules, whether brought under contract, tort, copyright, trade secret, trademark, patent law, or otherwise, the parties hereby agree to be subject to sole and exclusive jurisdiction and venue lying in the State and Federal courts in Knox County, Tennessee, U.S.A., and the parties hereby agree to service of process in accordance with the rules of such courts. Nothing herein shall alter, change, or be deemed inconsistent with this application of Tennessee law as the governing law of this Agreement or any related actions. The application of the UN Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not govern or apply to the Licensed Modules provided in connection with this Agreement, including the warranty terms herein. If any action is brought by Broadcom outside of the State or Federal courts in Knox County, Tennessee, U.S.A. then all license and sublicense rights granted under this Agreement are terminated immediately without notice.

Broadcom agrees that it has taken possession of the Licensed Modules in the United States and that any infringement of copyright or misappropriation of trade secrets related to

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the Licensed Modules may be pursued in the United States under US copyright and trade secret law.

(u) Administrative Fee

Broadcom shall pay SNMP a one-time administrative fee in the amount of [REDACTED] (USD) within 30 days of the Effective Date.

(v) Third Party Beneficiary

SNMP Research, Inc. is an intended third-party beneficiary of this Agreement and may enforce all the rights of SNMP in this Agreement.

(w) Interpretation

All references to the plural in this Agreement also mean the singular and all references to the singular also mean the plural unless the context otherwise requires.

In Witness Whereof each party by duly authorized signature below expressly consents to each provision herein, and further states that each provision has been specifically negotiated. Shipment of the Licensed Modules by SNMP, and Use or Distribution of the Licensed Modules by Broadcom, manifests assent to the provisions herein by the respective party.

Broadcom Corporation

By: Thomas Krause Jr.
DocuSigned by:
6E6EC25F058C47A...
Name: Thomas Krause Jr.
Title: CFO

SNMP Research International, Inc.

By: Jeffrey D. Case
Name: Acting COO JDC
Title: JEFFREY D. CASE

Dated: 2/21/2019

SCHEDULE A

A	B	C	D	E	F
Product #	Product	Broadcom Price	US List Price	Broadcom Paid-Up Royalty	US List Price Paid-Up Royalty
0007	EMANATE/Lite Sources (Embedded systems only)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Royalty Schedule: (price per unit)	[REDACTED]	[REDACTED]		
0008	EMANATE/Lite with Proxy Agent Sources	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Royalty Schedule: (price per unit)	[REDACTED]	[REDACTED]		
0054	EPIC	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Royalty Schedule: (price per unit)	[REDACTED]	[REDACTED]		
0055	Utilities and MIB Tools, Binary (LUMQ), Internal use	[REDACTED]	[REDACTED]	NA	NA